

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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	)	
In re:	)	Chapter 11
	)	
LEHMAN BROTHERS HOLDINGS, INC.	)	Case No. 08-13555 (JMP)
	)	
Debtor.	)	(Jointly Administered)
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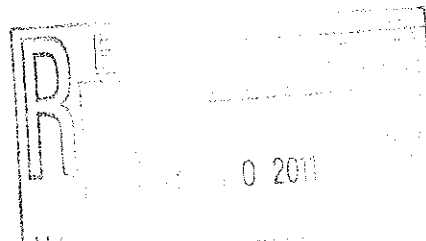
**NOTICE OF PARTIAL TRANSFER OF CLAIM  
PURSUANT TO FRBP RULE 3001(e)(2)**

1. TO: **BANCA POPOLARE DI SONDRIO S.c.p.A ("Transferor")**  
Servizio Finanza – Amministrazione Titoli  
Piazza Garibaldi, 16  
Sondrio, 23100  
Italy  
Attn Gerry De Alberti
2. Please take notice of the transfer of an undivided interest in the amount of USD 433,809.81 (EUR 306,557.71), of your claim against LEHMAN BROTHERS HOLDINGS INC. Case No. 08-13555 (JMP) in the above-referenced consolidated proceedings, arising from and relating to the guaranty of certain underlying securities described in Claim No. 64062 (attached as Exhibit A hereto), to

**UBI BANCA ("Transferee")**  
Area Affari Legali e Contenzioso  
Piazza Vittorio Veneto, 8  
Bergamo, 24121  
Italy  
Attn Fabio Boschian

An evidence of transfer of claim (including details as to the underlying securities) is attached hereto as Exhibit B. All notices regarding the transferred portion of the claim should be sent to the Transferee as the address attached in Exhibit C.

3. No action is required if you do not object to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**



■ **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court  
Southern District of New York  
Attn: Clerk of Court  
Alexander Hamilton Custom House  
One Bowling Green  
New York, NY 10004-1408

■ **SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE.**

- Refer to **INTERNAL CONTROL NO.** \_\_\_\_\_ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING WITH RESPECT TO THE TRANSFERRED PORTION.**

CLERK

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**FOR CLERK'S OFFICE USE ONLY:**

This notice was mailed to the first named party, by first class mail, postage prepaid on \_\_\_\_\_, 2011.

INTERNAL CONTROL NO. \_\_\_\_\_

Copy: (check) Claims Agent \_\_\_\_\_ Transferee \_\_\_\_\_ Debtor's Attorney \_\_\_\_\_

Deputy Clerk  
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**United States Bankruptcy Court/Southern District of New York**

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000064062



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

**THIS SPACE IS FOR COURT USE ONLY**

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

BANCA POPOLARE DI SONDRIO soc. coop. p.a.  
Piazza Garibaldi, n. 16  
23100 SONDRIO (SO)  
ITALY

Attn: Mr. Gianfranco Piraino

Telephone number: (+)39.0342.528324 Email Address: [gianfranco.piraino@popso.it](mailto:gianfranco.piraino@popso.it)

Name and address where payment should be sent (if different from above)

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 66,510,338.81 (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): see attached schedule (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

see attached schedule (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

see attached schedule (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:  
October 23,  
2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  
  
Piero Melazzini - President

FILED  
S. BANKRUPTCY COURT  
SDNY  
2009 OCT 27 P 2 56

*Piero Melazzini*

Schedule attached to Banca Popolare di Sondrio soc. coop. p.a. proof of claim

ISIN CODE	CLEARSTREAM BANK BLOCKING NUMBER	CLEARSTREAM BANK ACCOUNT NUMBER	CURRENCY	ISSUER	GUARANTOR	MATURITY DATE	PRINCIPAL AMOUNT OUTSTANDING (EUR)	CALCULATED INTEREST DUE AS OF SEPTEMBER 14, 2008	TOTAL (PRINCIPAL AMOUNT + CALCULATED INTEREST)	TOTAL (USD)
XS0162289663	CA16634	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	28/02/2010	2,240,000.00	24,142.22	2,264,142.22	3,203,987.86
XS0163559841	CA16637	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	14/03/2011	192,000.00	3,715.02	195,715.02	276,556.32
XS0176153350	CA16639	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	10/10/2013	3,008,000.00	85,564.24	3,093,564.24	4,377,702.76
XS0181945972	CA16636	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	14/01/2014	158,000.00	3,778.64	161,778.64	228,934.37
XS0195431613	CA16640	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	14/07/2014	75,000.00	633.55	75,633.55	107,029.04
XS0200284247	CA16632	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	22/09/2014	29,000.00	865.84	29,865.84	42,263.15
XS0202417050	CA16633	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	27/10/2014	190,000.00	5,038.94	195,038.94	275,989.80
XS0211614123	CA16628	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	16/02/2017	90,000.00	2,183.17	92,183.17	130,420.10
XS021782552	CA16628	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	16/02/2013	312,000.00	6,820.01	318,820.01	451,162.20
XS0218304458	CA16628	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	01/02/2015	4,000.00	92.05	4,092.05	5,790.66
XS0208459023	CA16631	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	17/05/2035	50,000.00	1,117.72	51,117.72	72,336.89
XS0178989209	CA16625	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	30/12/2018	50,000.00	1,376.77	51,376.77	72,703.27
XS0211083041	CA16624	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	16/02/2015	25,000.00	288.25	25,288.25	35,785.40
XS0185555445	CA16630	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	27/02/2014	2,000.00	49.86	2,049.86	2,900.76
XS0305546698	CA16627	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	27/07/2011	5,000.00	26.85	5,026.85	7,113.50
IT0006578600	CA16653	80652	EUR	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings INC	22/12/2017	346,000.00	6,825.78	352,825.78	502,113.98
XS0178304869	CA16644	80652	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	03/11/2008	200,000.00	1,199.93	201,199.93	284,718.02
XS0183944843	CA16644	80652	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	16/01/2014	1,164,000.00	36,557.87	1,200,557.87	1,698,908.44
XS0169741001	CA17709	80652	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	05/04/2011	4,568,000.00	46,543.35	4,614,543.35	6,530,040.29
XS0193036358	CA16642	80652	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	21/05/2009	733,000.00	2,547.42	735,547.42	1,040,873.15
XS0205185456	CA16647	80652	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	09/11/2009	988,000.00	4,868.97	992,868.97	1,405,008.88
XS0213899510	CA16655	80652	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	09/03/2015	488,000.00	10,314.74	508,314.74	719,316.19
XS0224346982	CA16635	80652	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	20/07/2012	2,300,000.00	18,633.07	2,318,633.07	3,281,057.66
XS0252835110	CA16641	80652	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	04/05/2011	1,500,000.00	8,828.67	1,508,828.67	2,135,143.45
XS0128857413	CA16645	80652	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	10/05/2011	57,000.00	1,264.35	58,264.35	82,449.38
XS0306006640	CA16638	80652	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	17/10/2012	150,000.00	7,340.08	157,340.08	222,651.95
XS0254171191	CA16648	80652	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	19/05/2016	50,000.00	181.97	50,181.97	71,026.66
XS0213899510	CA16656	16438	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	09/03/2015	4,000,000.00	82,849.32	4,082,849.32	5,777,640.07
XS0282937985	CA16649	16438	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	05/02/2014	8,000,000.00	48,826.67	8,048,826.67	11,387,064.42
XS0247675673	CA16654	16438	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	17/03/2011	5,000,000.00	63,672.08	5,063,672.08	7,165,602.36
XS0254171191	CA16643	16438	EUR	Lehman Brothers Holdings INC	Lehman Brothers Holdings INC	19/05/2016	10,500,000.00	40,313.00	10,540,313.00	14,915,596.93
Total							€ 48,488,000.00	€ 514,451.41	€ 47,000,451.41	\$ 66,510,338.81

Sondrio - October 23, 2009

Banca Popolare di Sondrio soc. coop. p.a.

Piero Melazzini - President

*Piero Melazzini*

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **BANCA POPOLARE DI SONDRIO SCPA** ("Seller"), acting on behalf of one or more of its customers (the "Customers") hereby unconditionally and irrevocably sells, transfers and assigns to **UBI BANCA**, acting on behalf of one or more of its customers (together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to **Proof of Claim Number 64062** filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customers relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller and its Customers' right, title and interest in, to and under the transfer agreements, if any, under which Seller and Customer(s) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims; and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 08 day of January 2010.

**BANCA POPOLARE DI SONDRIO S.C.p.A.**

By: 

Name: Romano Forlin Lignoli  
Title: Head Office Bank Officer

Piazza Garibaldi 16,  
Sondrio 23100, Italy


Attn: Gerry De Alberti  
phone 0039 0342 528927  
fax 0039 0342 528370  
mail  
[gerry.dealberti@popso.it](mailto:gerry.dealberti@popso.it)

**UBI BANCA**

By: 

Name: Rosa Dunia Brambilla  
Title: Head Office Bank Officer

Piazza Vittorio Veneto, 8  
24121 Bergamo, Italy

Attn: Boschian Fabio  
phone 0039 02 75465176  
fax 0039 02 75465173  
mail [Fabio.boschian@ubiss.it](mailto:Fabio.boschian@ubiss.it) 

Schedule 1

Transferred Claims

Purchased Claim

6.1538% of XS0210782552 = USD 433,809.81 of USD 451,162.20 (i.e. the outstanding amount of XS0210782552 as described in the Proof of Claim dated October 23, 2009 and filed on October 27, 2009),

Which equals 0.6522% of the Proof of Claim = USD 433,809.81 of USD 66,510,338.81 (the outstanding amount of the Proof of Claim dated October 23, 2009 and filed on October 27, 2009).

Lehman Programs Securities to which Transfer Relates

Description of security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
EUR FLR Lehman Bros. Treas. Co. Bv 05-2013	XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 300,000.00 (equivalent to USD 424,530.00)	02/01/2013	EUR 306,557.71 (equivalent to USD 433,809.81)

**BANCA POPOLARE DI SONDRIO SCPA**

**UBI BANCA**

**Exhibit C**

Address for Notices:

UBI BANCA  
Piazza Vittorio Veneto, 8  
Bergamo, 24121  
Italy

Attn: Fabio Boschian – Area Affari Legali e Contenzioso